

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW HAMPSHIRE**

**UNITED STATES OF AMERICA**

**Plaintiff,**

**v.**

**ELAINE A. BROWN and  
EDWARD LEWIS BROWN,**

**Defendants.**

)

)

)

**Criminal No. 1:06-cr-071-SM**

)

)

)

**AFFIDAVIT OF RALPH DEMICCO**

Now comes Ralph Demicco, after being duly cautioned and sworn, and hereby states the following based upon his personal knowledge:

1. My name is Ralph Demicco. I am the owner of Riley's Sport Shop, Inc., which is a New Hampshire corporation with its principal place of business at 1575 Hookset Road, Daniel Webster Highway, Hookset, NH 03106.

2. Riley's Sport Shop, Inc. is a licensed firearms dealer.

3. In the Spring of 2006, I received a telephone call from Daniel F. Gildea, Senior U.S. Probation Officer - Officer in Charge. Officer Gildea asked if Riley's Sport Shop, Inc. would store some guns and related items in connection with a federal case. After a brief conversation wherein Officer Gildea assured me that we would be paid for storage, I agreed.

4. On May 24, 2006, I received another telephone call from Officer Gildea saying that he was on his way to Riley's Sport Shop, Inc. with the guns that U.S. Probation requested we

**EXHIBIT 1**

store. I kept the store open late to accommodate Officer Gildea, and at 1930 hours on May 24, 2006, he arrived with the guns and associated property. I provided a receipt, a true and accurate copy of which is attached hereto as Exhibit "A". At the point that Officer Gildea arrived with the guns and associated property, I did not know from whom the property had been taken. I later learned that this person was Ed Brown. At no time whatsoever did Mr. Brown have any dominion or control over the guns and related property. My understanding was that only the Court could allow me to do anything with the stored property.

5. I received in the mail a letter from Ed Brown dated April 21, 2007. To the best of my recollection, I received the letter a few days after the date stated on the letter. A true and accurate copy of that letter is attached hereto as Exhibit "B".

6. It was my understanding throughout the time that the guns and associated property were in storage at Riley's Sport Shop, Inc., that I could not release the property to anyone without a Court Order.

7. In the Summer of 2008, I had a conversation with Officer Gildea concerning the guns and other property in storage. Officer Gildea told me he was going about obtaining a Court Order permitting me to dispose of the guns and other property. Officer Gildea assured me, as he did on several occasions, that he would be sure that Riley's Sport Shop, Inc. would be compensated for its services.

8. Shortly after my conversation with Officer Gildea, I received in the mail a Court order issued by Judge Muirhead, a true and accurate copy of which is attached hereto as Exhibit "C". Officer Gildea called shortly thereafter to confirm that I received the Order, which is dated July 21, 2008. Officer Gildea confirmed that the Order allowed me to dispose of the guns.

9. Although I had been contacted by several individuals, other than Mr. Bastian, during the Ed Brown case asking about the guns and other property, some even claiming that they had some right to them, I decided to transfer the guns and other property to Bonnie Bastian. I retained several of the guns to satisfy the storage bill. The guns I retained are noted on Exhibit "A".

10. I transferred the guns as I saw fit on terms I set. To my knowledge, Bernhard Bastian and his wife, Bonnie, are both people who may legally possess guns and under no disability. Based upon Judge Muirhead's Order, I had the right to transfer the guns to anyone I pleased. Although I considered the stated wishes of Mr. Brown as set forth in his letter, my decision to transfer the guns and related property to Bonnie Bastian was based upon a number of considerations other than Mr. Brown's letter. It was my understanding that the decision was mine and mine alone.

11. One day, well after I no longer had the guns and associated property, Officer Gildea and others I believed to be Deputy U.S. Marshalls, visited Riley's Sport Shop, Inc. and told me that the government wanted the guns back. I told them that, apart from the guns kept in satisfaction of storage charges, the guns were gone. Officer Gildea told me that the government aimed to recover the guns, but they would not come after the guns I kept.

FURTHER, AFFIANT SAITH NAUGHT.

  
RALPH DEMICCO

STATE OF NEW HAMPSHIRE )  
 ) ss.  
COUNTY OF Merrimack )

Before me, a Notary Public in the State and County aforesaid, appeared Ralph Demicco, who, after being properly sworn, acknowledged that the foregoing Affidavit is true and correct to the best of his knowledge and belief.

Lou J. Schepfer  
Notary Public

My commission expires:

**LORI J. SCHREFFER, Notary Public**  
My Commission Expires April 6, 2010

# Appraisal

## RILEY'S SPORT SHOP, INC.

1575 Hooksett Road  
HOOKSETT, NH 03106  
TEL (603) 485-5000  
FAX (603) 485-8800

EXHIBIT A

1/1 month

33 units

231<sup>00</sup> per month

5775<sup>00</sup> Total

### TO WHOM IT MAY CONCERN:

This is to Certify that we are engaged in the sporting goods business, appraising firearms and accessories of all descriptions.

We herewith certify that we have this day carefully examined the following listed and described articles, the property of:

NAME Edward Brown - Received from US Probation  
ADDRESS Plainfield NH on 5/24/11 1930 hrs

We estimate the value as listed for insurance or other purposes at the current retail value, excluding Federal and other taxes. In making this Appraisal, we DO NOT agree to purchase or replace the articles.

| DESCRIPTION  | APPRAISED VALUE |
|--|-----------------|
| X Plainfield 30 Mc Carbine #79966                        |                 |
| X Winchester Lever Action Rifle 30 30 #1963069           | Taken           |
| X Winchester Lever Action Rifle 30 30 #3969948           |                 |
| X Stevens Crack Shot Single Shot 22 #3469948             | NSN             |
| X Winchester mod 3 22 cal rifle #116132                  | Taken           |
| X Ithaca mod 500 12 ga <del>semi</del> Shotgun #55549028 |                 |
| X Benelli Nova 12 ga Pump Shotgun #2270537               |                 |
| X Remington 10 ga semi shotgun #LE892481                 |                 |
| X National Ordnance 30 Carb semi auto #202804            | w/Bayonet       |
| X Interarms Jwlis Bolt Act 22 Rifle #9308740             | w scope         |
| X Ithaca Double bbl shotgun 12 ga #271486                |                 |
| X Remington Sportsman 58 Semi Auto 12 ga #33743V         |                 |
| X Federal Gas Gun #DPD3                                  |                 |
| X Remington mod 788 Bolt Rifle #6125456                  |                 |
| X Remington Mod 522 Viper 22 cal Semi Rifle #3246807     | Scope + mag     |
| X Mossberg 12 ga Pump Shotgun #500 #H093368              |                 |
| CAIL <del>Remington</del> mod 788 Bolt Act rifle #07813  |                 |
| X TCHAWKEN 50 cal Perc Black Powder #150043              |                 |
| X Norinco BWP92 5.56 cal Semi Rifle #304208              |                 |

The foregoing Appraisal is made with the understanding that the Appraiser assumes no liability with respect to any action that may be taken on the basis of this Appraisal.

*Ralph J. Demieco*

APPRAISER

6-24-06

DATE

Received By *Bonnie Preston* 7/26/06



# Appraisal

## RILEY'S SPORT SHOP, INC.

1575 Hooksett Road  
HOOKSETT, NH 03106  
TEL (603) 485-5000  
FAX (603) 485-8800

### TO WHOM IT MAY CONCERN:

This is to Certify that we are engaged in the sporting goods business, appraising firearms and accessories of all descriptions.

We herewith certify that we have this day carefully examined the following listed and described articles, the property of:

NAME Edward Brown Received from US Probation  
ADDRESS Plaumfield NH on 5/24/06 1930 hrs

We estimate the value as listed for insurance or other purposes at the current retail value, excluding Federal and other taxes. In making this Appraisal, we DO NOT agree to purchase or replace the articles.

| DESCRIPTION                            | APPRAISED VALUE                      |
|--|--------------------------------------|
| X Ithaca Shotgun 12 ga Dbl             | #186633                              |
| X Colt 1911 45 cal semi pistol         | # CP18246                            |
| X S&W mod 13 357 Revolver              | #9D05179                             |
| X Colt Pocket 32 cal semi pistol       | #134842                              |
| X Colt Commander 1911A1 semi 45 pistol | #CJ10105                             |
| X Stevens single shot pistol           | #18894                               |
| X XL8 22 cal revolver                  |                                      |
| X 50 cal Bolt Action Long range rifle  | #D7265156FLM w scope                 |
| X Wyatt Earp Non gun                   | #20029                               |
| X Ithaca M51-12 ga Semi shotgun        | #510087071                           |
| <del>Remington M03 22 auto</del>       | <del>#116152</del> Duplicate #116152 |
| X Remington M33 22 Bolt Rifle          | NSN                                  |
| X Walther PP 32 cal Semi Auto          | #391476                              |
| X Browning Hi Power 9mm Semi Auto      | 76C25246                             |
| X Eapleek Pistol Phil Deer NSN         |                                      |
| Ø Winchester M1 Carbine                | Sen #1282672 Taken                   |

X 2 Boxes Misc Accessories: mags, ammo, knives  
X as listed on boxes - Sealed

The foregoing Appraisal is made with the understanding that the Appraiser assumes no liability with respect to any action that may be taken on the basis of this Appraisal.

Ralph J. Brown  
APPRAISER

6/24/06

DATE

Received by Bonnie Easton 7/26/08

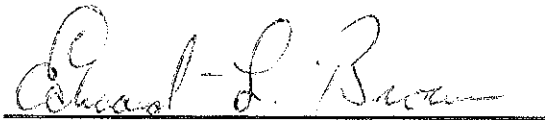
EXHIBIT B

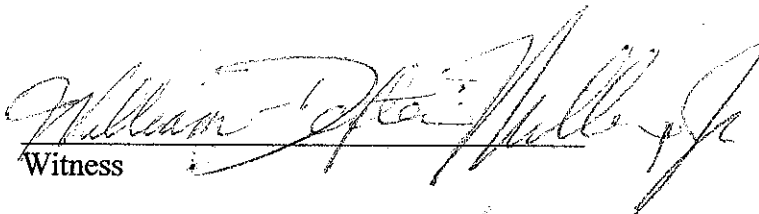
Edward-L. Brown  
c/o 401 Center of Town Rd.  
Plainfield, N.H.  
April 21, 2007

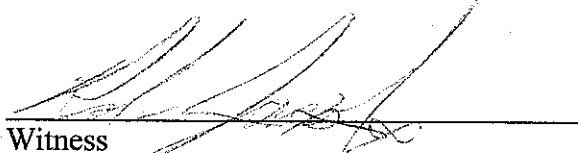
To Whom It May Concern:


This letter is to state that in the event of my death or incarceration, or in any circumstances which prohibit my repossessing my property (guns, ammunition, firearms, or any other items) held at Riley's Sport Shop, Inc., at 1575 Hooksett Rd., Hooksett, N.H., all that property, in its entirety is to be given to Bernard Bastion of Weare, N.H.

This letter supercedes and renders invalid, any letter coming before it

  
Edward-L. Brown

  
Witness

  
Witness

  
Date

UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW HAMPSHIRE

NH Department of  
Revenue Administration

v.

Criminal No. 06-cr-71-2-SM

Edward Lewis Brown

O R D E R

The weapons surrendered by defendant, Edward Lewis Brown, as a bail condition are no longer held as a condition of bail (defendant violated bail and has been convicted and sentenced). They may be transferred by defendant to anyone who may legally possess them subject to any liens or charges by Riley's Sport Shop, Inc. for their storage charges owed by defendant.

SO ORDERED.



James R. Muirhead  
United States Magistrate Judge

Date: July 21, 2008

cc: Edward Lewis Brown, pro se  
William E. Morse, Esq.  
Robert J. Rabuck, Esq.  
Riley's Sport Shop, Inc.



UNITED STATES DISTRICT COURT FOR THE  
DISTRICT OF NEW HAMPSHIRE

United States

v.

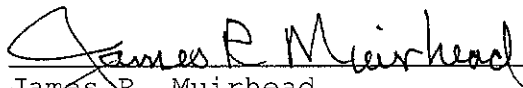
Criminal No. 06-cr-071-02-SM

Edward Brown

O R D E R

The weapons surrendered by defendant, Edward Lewis Brown, as a bail condition are no longer held as a condition of bail (defendant violated bail and has been convicted and sentenced). They may be transferred by defendant to anyone who may legally possess them subject to any liens or charges by Riley's Sport Shop, Inc. for their storage charges owed by defendant.

SO ORDERED.

  
James R. Muirhead  
United States Magistrate Judge

Date: August 20, 2008

cc: Edward Lewis Brown, pro se  
William E. Morse, Esq.  
Robert J. Rabuck, Esq.  
Riley's Sport Shop, Inc.